

Exhibit 1

Part B

- e. Local Building Codes
- f. the State Hospital Code

If Federal Aid is obtained for any facilities described herein, then any and all regulations imposed by the participating Federal Agency shall be complied with in the performance of this Agreement.

11. GOVERNMENT PROVISIONS

The ARCHITECT shall comply with any applicable provisions or Acts of Congress, rules, regulations, and requirements of the Government of the United State of America. If there is a grant of money or loan of money by the Government of the United States of America for the Project, then the ARCHITECT shall furnish any information and provide any assistance which the OWNER deemed necessary for the preparation of any certificates, reports, or materials required as a result of obtaining said grant or loan.

12. DEATH OF THE ARCHITECT

If the ARCHITECT is an individual and that ARCHITECT shall die prior to the said completed performance of this Agreement, then the payment to the estate of said ARCHITECT, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of the death of the ARCHITECT. If the ARCHITECT is a partnership and a partner shall die prior to the completed performance of this Agreement, the OWNER, in the OWNER's discretion, may deem the Project or any part thereof, suspended or altered on the date of said death or any date thereafter which the OWNER selects, and the payment to the estate of the deceased ARCHITECT or the partnership, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of said death or such other date thereafter selected by the OWNER. The OWNER shall have the right to the immediate possession of all files of the ARCHITECT relating to the Project, all plans and specifications in regard to the Project, and shall have a right to retain the services of another ARCHITECT to complete the Project. If the ARCHITECT is a professional or other corporation, then this paragraph shall not be applicable.

13. OWNER-ARCHITECT RELATIONSHIP

The relationship created by this Agreement between the OWNER and ARCHITECT is one of independent ARCHITECT and it is in no way to be construed as creating any agency relationship between the OWNER and the ARCHITECT nor is it to be construed as, in any way or under any circumstances, creating or appointing the ARCHITECT as an agent of the OWNER for any purpose whatsoever.

14. PROTECTION OF LIVES AND HEALTH

Each ARCHITECT and SUBCONSULTANT shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America, and with all applicable rules and regulations, adopted or promulgated, by agencies or municipalities of the State of New York or the United States of America. The ARCHITECT's and SUBCONSULTANT's attention is specifically called to the applicable rules and regulations, codes, and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The ARCHITECT shall report on compliance to the OWNER or OWNER's Representative at the weekly safety meetings.

15. AFFIRMATIVE ACTION

A. The ARCHITECT agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply with and cooperate in the implementation of an Affirmative Action Plan designed to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for Minority/Women Business Enterprise (M/WBE) participation in the performance of the Work, in such form and substance as herein stated. The ARCHITECT further agrees to incorporate all Affirmative Action provisions of the Contract in all subcontracts, regardless of tier.

B. The ARCHITECT must submit to the Owner, and the prospective SUBCONSULTANT's must submit to the ARCHITECT, an Affirmative Action Plan which demonstrates its best efforts to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for MBE/WBE participation in the performance of the Work, in such form and substance as may be required by the Owner. A meeting to review these submissions may be scheduled by the Owner.

C. These Affirmative Action provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by N.Y.S. Labor Law or other applicable Federal, State or local laws.

D. In Accordance with Article 15A of the Executive Law and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development, the ARCHITECT agrees to be bound by the following clauses. In any circumstances of uncertainty or conflict, the Regulations of the Minority and Women's Business Development Division supersede this information.

1. Utilization Plan; Waivers.

a. The ARCHITECT shall submit to the Owner a Utilization Plan on forms provided by the Owner within the time-frame stated in the Supplement To Information For Bidders. The Utilization Plan shall list all SUBCONSULTANT's and suppliers the ARCHITECT intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the bid documents.

b. The Owner will review the Utilization Plan and will issue to the ARCHITECT a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the ARCHITECT to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.

c. The ARCHITECT shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the ARCHITECT and direct the ARCHITECT to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.

d. The ARCHITECT who has made good faith efforts to obtain commitments from M/WBE SUBCONSULTANT's and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the ARCHITECT may submit a second request for waiver as directed by the Owner.

e. If the ARCHITECT does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the ARCHITECT has failed to document good faith efforts, the Owner may disqualify the ARCHITECT as being not-responsible.

f. The ARCHITECT shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

2. Administration Hearing on Disqualification

a. If the Owner disqualifies a bid for any of the reasons set forth in (1) (e) above, the ARCHITECT shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the ARCHITECT.

b. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified

mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

3. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the ARCHITECT shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

4. Compliance Reports

The ARCHITECT shall submit, and shall require SUBCONSULTANT's to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the ARCHITECT.

5. ARCHITECT's Failure to Meet M/WBE Participation Goals

(a) If the ARCHITECT, after making good faith efforts, is unable to comply with a Contract's M/WBE participation goals, the ARCHITECT may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the ARCHITECT to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(b) If the Owner, upon review of the ARCHITECT's Utilization Plan and compliance reports, determines that the ARCHITECT is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the ARCHITECT. The ARCHITECT must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

6. ARCHITECT and Owner Complaints; Arbitration

(a) Subsequent to the award of this Contract, if the ARCHITECT submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the ARCHITECT has received a written determination from the Owner that the ARCHITECT is failing or refusing to comply with goals, the ARCHITECT may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the ARCHITECT is failing or refusing to comply with goals.

(b) If the ARCHITECT fails or refuses to comply with goals for participation by M/WBEs as established by this Contract, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.

(c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.

(d) The party filing a complaint, whether the ARCHITECT or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.

(e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the ARCHITECT, the

complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

(f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the ARCHITECT. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

(g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.

(h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

(i) The determination of the Owner or the ARCHITECT to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies which it may have pursuant to law and contract.

7. Subcontracts

The ARCHITECT will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SUBCONSULTANT as to work in connection with this Contract.

E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:

1. ARCHITECT's Utilization Plan, Minority & Female (EEO-1)
2. ARCHITECT's Utilization Plan (EEO-6)
3. Bid-Contract Activity Summary (EEO-6b)
4. Six-Month Utilization Workforce Projection Schedule (EEO-7)
5. ARCHITECT's Permanent Employee Distribution (EEO-8)
6. Compliance Report (SC11A)
7. Request for Waiver (Waiver)

16. N.Y.S. UNIFORM CONTRACTING QUESTIONNAIRE

A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.

B. When directed by the OWNER, prior to the award of any Contract valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York
Uniform Contracting Questionnaire Responsibility Information Officer
161 Delaware Avenue
Delmar, New York 12054-1398

C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.

D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.

E. The ARCHITECT may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

17. INVALID PROVISIONS

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

18. NONCOMPLIANCE

This Agreement may be void and of no effect unless the ARCHITECT complies with each of the provisions of these ADDITIONAL ITEMS.

<p>PRODUCER</p> <p>Local Agent</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>										
<p>INSURED</p> <p>Your Name</p>	<p>COMPANIES AFFORDING COVERAGE</p> <table border="1"> <tr> <td>COMPANY A</td> <td>Your Insurance Company</td> </tr> <tr> <td>COMPANY B</td> <td>Your Insurance Company</td> </tr> <tr> <td>COMPANY C</td> <td>Your Insurance Company</td> </tr> <tr> <td>COMPANY D</td> <td>Your Insurance Company</td> </tr> <tr> <td>COMPANY E</td> <td>Your Insurance Company</td> </tr> </table>	COMPANY A	Your Insurance Company	COMPANY B	Your Insurance Company	COMPANY C	Your Insurance Company	COMPANY D	Your Insurance Company	COMPANY E	Your Insurance Company
COMPANY A	Your Insurance Company										
COMPANY B	Your Insurance Company										
COMPANY C	Your Insurance Company										
COMPANY D	Your Insurance Company										
COMPANY E	Your Insurance Company										

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE X OCCUR <input type="checkbox"/> OWNER'S & CONT PROT X Include Independent Contractors X XCU Coverage	XYZ - 123	04/01/XX	04/01/XY	GENERAL AGGREGATE	\$1,000,000
					PRODUCTS-COMP/OP AGG	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X GARAGE LIABILITY	ABC-345	04/01/XX	04/01/XY	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per Person)	\$1,000,000
					BODILY INJURY (Per accident)	\$1,000,000
					PROPERTY DAMAGE	\$1,000,000
C	EXCESS LIABILITY X UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	LLL-565	04/01/XX	04/01/XY	EACH OCCURRENCE	\$1,000,000
					AGGREGATE	\$1,000,000
						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCP-678	04/01/XX	04/01/XY	<input type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$ 100,000
					DISEASE - POLICY LIMIT	\$ 100,000
					DISEASE - EACH EMPLOYEE	\$ 100,000
E	NYS Disability Benefits	DBL-910	04/01/XX	04/01/XY	STATUTORY	Limit: \$2,000,000
F	Professional Liability	PPL-111	04/01/XX	04/01/XY		SIR: 100,000

DASNY CONTRACT NO. _____
PROJECT NAME: _____ FACILITY: _____
The following are Additional Insureds under General Liability as respects this project:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXX MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFTXX XXX

AUTHORIZED REPRESENTATIVE
Your Representative

PRODUCER	Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	Your Name	COMPANIES AFFORDING COVERAGE
		COMPANY A Your Insurance Company
		COMPANY B
		COMPANY C
		COMPANY D
		COMPANY E

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input type="checkbox"/> Include Independent Contractors <input type="checkbox"/> XCU Coverage				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
A	OTHER Asbestos Abatement Professional Liability	AAP-111	04/01/XX	04/01/XY		Limit: \$2,000,000 SFR: 100,000

Dormitory Authority—State of New York 161 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFTXX XX AUTHORIZED REPRESENTATIVE Your Representative
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(ARCHITECT/CONSULTANT/ENGINEER) GENERAL INSURANCE REQUIREMENTS
 FOR HAZARDOUS/CONTAMINATED MATERIALS OR UNDERGROUND PETROLEUM STORAGE TANK ARCHITECT/CONSULTANTS & ENGINEERS ONLY

LAOIRL

PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Your Name	
COMPANIES AFFORDING COVERAGE	
COMPANY A Your Insurance Company	
COMPANY B	
COMPANY C	
COMPANY D	
COMPANY E	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE X OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input type="checkbox"/> Include Independent Contractors <input type="checkbox"/> XCU Coverage				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
A	OTHER Environmental Engineers & Consultants Professional Liability					Limit: \$2,000,000 SIR: 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS FACILITY: _____
 DASNY CONTRACT NO. _____ PROJECT NAME: _____

Dormitory Authority—State of New York
 161 Delaware Avenue
 Delmar, NY 12054
 Attn: Risk Management Unit

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXX
 MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
 LEFTXX
 XX

AUTHORIZED REPRESENTATIVE

Your Representative

(ARCHITECT/CONSULTANT/ENGINEER) GENERAL INSURANCE REQUIREMENTS

CONSULTANT'S UTILIZATION PLAN**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action
 One Penn Plaza, 48th Floor
 New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
 Address _____ Contract Number _____
 Address _____ Project Term _____ Mo.
 Address _____ Authority Goal: MBE _____ (%)
 Authority Goal: WBE _____ (%)

Work Description _____

1. List previous Dormitory Authority Work performed by your Firm:

Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____

2. Do you intend to engage other consultants or acquire other services in connection with the Work of this Contract?
☐ No ☐ Yes If YES, provide the information below:

TYPE OF CONSULTANT OR SERVICE	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. Do you intend to acquire any supplies, materials, furniture, equipment or similar items in connection with the Work of this Contract? ☐ No ☐ Yes If YES, provide the information below:

TYPE OF SUPPLIES, MATERIALS, ETC.	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(ARCHITECT/CONSULTANT/ENGINEER)CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS

CONSULTANT'S UTILIZATION PLAN

4. List several Minority- and Women-Owned Businesses, MBE and WBE, utilized by your Firm during the past three years.

Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

5. Complete the Minority- and Women-Owned Business Goal Tabulation Schedule below for your Firm using either dollar amounts or a percentage of your Contract.

GOAL AWARD CATEGORY	MBE GOAL	WBE GOAL	DOLLARS or PERCENT	
Consultants and Services	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)
Supplies, Materials, etc.	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)
Total Goal	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)

6. The space below is provided for comments that your Firm may have regarding the utilization of Minority- and/or Women-Owned Businesses in the Work of your Contract.

Principal or Officer:

_____	_____
Type Name of Principal or Officer	Type Title of Principal or Officer
_____	_____
Signature of Principal or Officer	Date

Do not write below the line above

Approved: _____

Senior Director, Office For Affirmative Action
Dormitory Authority - State of New York

Date

(ARCHITECT/CONSULTANT/ENGINEER)CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS

CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action

One Penn Plaza, 48th Floor

New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____ Fed ID No. _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
 _____ Contract Number _____

DISTRIBUTION OF PERMANENT EMPLOYEES

ENTER POSITION OR JOB TITLE	FEMALE EMPLOYEES					MALE EMPLOYEES				
	NATIVE					NATIVE				
	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN

EXECUTIVE AND OWNER: For position titles such as President, Partner, Owner, Treasurer, Secretary, etc.

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

PROFESSIONAL: For position titles of individuals possessing a License to practice their profession

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

TECHNICAL AND MANAGEMENT: For position titles except Executive and Owner, Professional, and Clerical and Support

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

CLERICAL AND SUPPORT

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer

Date

Form: AAPSERV2, Revision 1, 10-06-93

1

(ARCHITECT/CONSULTANT/ENGINEER)CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS

**CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES****DORMITORY AUTHORITY - STATE OF NEW YORK**Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118**CONSULTANT IDENTIFICATION**

Firm _____ Fed ID No. _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
 _____ Contract Number _____
 Work Description _____ MBE Goal Status: ☐ Over ☐ Under
 Consultant's Goals: MBE \$ _____ WBE \$ _____ WBE Goal Status: ☐ Over ☐ Under

MINORITY- AND WOMEN-OWNED BUSINESS BID AND CONTRACT ACTIVITY SUMMARY

Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending <input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending <input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending <input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending <input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending <input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

Form: AAPSERV3, Revision 2, 10-06-93

1

(ARCHITECT/CONSULTANT) (ENGINEER/CONSULTANT/ENGINEER GENERAL INSURANCE) REQUIREMENTS

CONSULTANT'S COMPLIANCE REPORT**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action

One Penn Plaza, 48th Floor

New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____ Fed ID No. _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
 _____ Contract Number _____
 Work Description _____ Estimated _____
 Completion Percent: ☐ 25% ☐ 50% ☐ 75% • 100% Completion Date _____

MINORITY- AND WOMEN- OWNED BUSINESS CONTRACT STATUS SUMMARY

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer

Date

(ARCHITECT/CONS NT/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSUR/ REQUIREMENTS

CONSULTANT'S REQUEST FOR WAIVER**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action

One Penn Plaza, 48th Floor

New York, New York 10119-0118

- A. TYPE OF WAIVER REQUEST:** ☐ Total ☐ Partial. If Partial, complete blanks below:
 MBE Waiver (%) Requested _____
 WBE Waiver (%) Requested _____
- B. CONSULTANT**
 Firm _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____
- C. PROJECT**
 Project _____ Contract Amount \$ _____
 Address _____ Contract Number _____
 Address _____ Project Term _____ Mo.
 Address _____ Authority Goal: MBE _____ (%)
 Authority Goal: WBE _____ (%)

Work Description _____

D. REQUIRED WAIVER INFORMATION DOCUMENTATION

If the form does not provide adequate space for a complete response to any item, attach additional pages as required to provide the complete information requested. If any information request item is not applicable to your Company, insert "n/a" on the first blank information request line. Whenever a request is made for a particular document in an applicable information request and the requested document is not attached, the Request For Waiver will be deemed non-responsive, incomplete and will be rejected.

1. Complete the following for certified minority- and women-owned business enterprises that were solicited in writing to provide services or bids on the Project identified above for purposes of complying with the Authority's goal requirements. Attach a copy of each solicitation for each certified firm listed. Attach a copy of each written solicitation response received from any minority-owned business, MBE, or woman-owned business, WBE.

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	

Form: AAPSERVS, Revision 1, 10-06-93

1

(ARCHITECT/CONSULTANT/ENGINEER)CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE

2. Provide a description of any solicitation documents, contract documents, plans, specifications and/or other documentation made available to certified minority- and women-owned businesses for the purposes of soliciting their services or bids, and the dates and manner in which these documents were made available.

3. Attach documentation of any negotiations with any minority- and women-owned business enterprises undertaken for purposes of complying with the Authority's goal requirements.

☐ Attachment(s) provided ☐ Not Applicable

4. Provide a statement of justification to support the request for a waiver of the goal requirements established by the Authority.

1. Utilization Plan; Waivers.

a. The ARCHITECT shall submit to the Owner a Utilization Plan on forms provided by the Owner within the time-frame stated in the Supplement To Information For Bidders. The Utilization Plan shall list all SUBCONSULTANTs and suppliers the ARCHITECT intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the bid documents.

b. The Owner will review the Utilization Plan and will issue to the ARCHITECT a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the ARCHITECT to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.

c. The ARCHITECT shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the ARCHITECT and direct the ARCHITECT to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.

d. The ARCHITECT who has made good faith efforts to obtain commitments from M/WBE SUBCONSULTANTs and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the ARCHITECT may submit a second request for waiver as directed by the Owner.

e. If the ARCHITECT does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the ARCHITECT has failed to document good faith efforts, the Owner may disqualify the ARCHITECT as being not-responsible.

f. The ARCHITECT shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

2. Administration Hearing on Disqualification

a. If the Owner disqualifies a bid for any of the reasons set forth in (1) (e) above, the ARCHITECT shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the ARCHITECT.

b. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

3. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the ARCHITECT shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

4. Compliance Reports

The ARCHITECT shall submit, and shall require SUBCONSULTANT's to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the ARCHITECT.

5. ARCHITECT's Failure to Meet M/WBE Participation Goals

(a) If the ARCHITECT, after making good faith efforts, is unable to comply with a Contract's M/WBE participation goals, the ARCHITECT may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the ARCHITECT to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(b) If the Owner, upon review of the ARCHITECT's Utilization Plan and compliance reports, determines that the ARCHITECT is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the ARCHITECT. The ARCHITECT must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

6. ARCHITECT and Owner Complaints; Arbitration

(a) Subsequent to the award of this Contract, if the ARCHITECT submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the ARCHITECT has received a written determination from the Owner that the ARCHITECT is failing or refusing to comply with goals, the ARCHITECT may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the ARCHITECT is failing or refusing to comply with goals.

(b) If the ARCHITECT fails or refuses to comply with goals for participation by M/WBEs as established by this Contract, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.

(c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.

(d) The party filing a complaint, whether the ARCHITECT or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.

(e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the ARCHITECT, the complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

(f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the ARCHITECT. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

(g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties.

The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.

(h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

(i) The determination of the Owner or the ARCHITECT to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies which it may have pursuant to law and contract.

7. Subcontracts

The ARCHITECT will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SUBCONSULTANT as to work in connection with this Contract.

E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:

- | | | |
|----|---|----------------------|
| 1. | ARCHITECT's Utilization Plan, Minority & | Female (EEO-1) |
| 2. | ARCHITECT's Utilization Plan (EEO-6) | |
| 3. | Bid-Contract Activity Summary (EEO-6b) | |
| 4. | Six-Month Utilization Workforce Projection Schedule (EEO-7) | |
| 5. | ARCHITECT's Permanent Employee | Distribution (EEO-8) |
| 6. | Compliance Report (SC11A) | |
| 7. | Request for Waiver (Waiver) | |

16. N.Y.S. UNIFORM CONTRACTING QUESTIONNAIRE

A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.

B. When directed by the OWNER, prior to the award of any Contract valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York
 Uniform Contracting Questionnaire Responsibility Information Officer
 161 Delaware Avenue
 Delmar, New York 12054-1398

C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.

D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.

E. The ARCHITECT may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

17. INVALID PROVISIONS

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

18. NONCOMPLIANCE

This Agreement may be void and of no effect unless the ARCHITECT complies with each of the provisions of these ADDITIONAL ITEMS.

CERTIFICATES INSURANCE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Waiver of Subrogation for Workers Comp. & General Liability

DASNY CONTRACT NO.

PROJECT NAME: _____ FACILITY: _____

The following are Additional Insureds under General Liability as respects this project:

<p>CERTIFICATE HOLDER</p> <p>Dormitory Authority—State of New York 161 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFTXXX XX</p> <hr/> <p>AUTHORIZED REPRESENTATIVE Your Representative</p>
--	--

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES-SPECIAL ITEMS FACILITY: _____
 DASNY CONTRACT NO. _____ PROJECT NAME: _____

<p>CERTIFICATE HOLDER</p> <p>Dormitory Authority—State of New York 161 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFTXX XXX</p> <p>AUTHORIZED REPRESENTATIVE _____ Your Representative</p>
--	---

(ARCHITECT/CONSULTANT/ENGINEER GENERAL INSURANCE
FOR HAZARDOUS/CONTAMINATED MATERIALS OR UNDERGROUND PETROLEUM STORAGE TANK ARCHITECTREQUIREMENTS
CONSULTANTS & ENGINEERS ONLY**ACORD**

CERTIFICATE OF INSURANCE

PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Your Name	COMPANIES AFFORDING COVERAGE
	COMPANY A Your Insurance Company
	COMPANY B
	COMPANY C
	COMPANY D
	COMPANY E

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE X OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input type="checkbox"/> Include Independent Contractors <input type="checkbox"/> XCU Coverage				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
A	OTHER Environmental Engineers & Consultants Professional Liability					Limit: \$2,000,000 SR: 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS FACILITY: _____
DASHY CONTRACT NO. _____ PROJECT NAME: _____

CERTIFICATE HOLDER Dormitory Authority—State of New York 181 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXX MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFTXX XX
	AUTHORIZED REPRESENTATIVE Your Representative

(ARCHITECT/CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS)

CONSULTANT'S UTILIZATION PLAN**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action

One Penn Plaza, 48th Floor

New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
 Address _____ Contract Number _____
 Address _____ Project Term _____ Mo.
 Address _____ Authority Goal: MBE _____ (%)
 Authority Goal: WBE _____ (%)

Work Description _____

1. List previous Dormitory Authority Work performed by your Firm:

Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____

2. Do you intend to engage other consultants or acquire other services in connection with the Work of this Contract?
☐ No ☐ Yes If YES, provide the information below:

TYPE OF CONSULTANT OR SERVICE	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. Do you intend to acquire any supplies, materials, furniture, equipment or similar items in connection with the Work of this Contract? ☐ No ☐ Yes If YES, provide the information below:

TYPE OF SUPPLIES, MATERIALS, ETC.	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

CONSULTANT'S UTILIZATION PLAN

4. List several Minority- and Women-Owned Businesses, MBE and WBE, utilized by your Firm during the past three years.

Firm Name _____	Service/Product Provided: _____	Award \$ _____
Addr _____		
Addr _____	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE
Firm Name _____	Service/Product Provided: _____	Award \$ _____
Addr _____		
Addr _____	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE
Firm Name _____	Service/Product Provided: _____	Award \$ _____
Addr _____		
Addr _____	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE
Firm Name _____	Service/Product Provided: _____	Award \$ _____
Addr _____		
Addr _____	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE

5. Complete the Minority- and Women-Owned Business Goal Tabulation Schedule below for your Firm using either dollar amounts or a percentage of your Contract.

GOAL AWARD CATEGORY	MBE GOAL	WBE GOAL	DOLLARS or PERCENT	
Consultants and Services	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)
Supplies, Materials, etc.	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)
Total Goal	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)

6. The space below is provided for comments that your Firm may have regarding the utilization of Minority- and/or Women-Owned Businesses in the Work of your Contract.

Principal or Officer:

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

Do not write below the line above

Approved: _____

Senior Director, Office For Affirmative Action
Dormitory Authority - State of New York

Date _____

(ARCHITECT/CONSULTANT/ENGINEER)CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS

CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action

One Penn Plaza, 48th Floor

New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____ Fed ID No. _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
 _____ Contract Number _____

DISTRIBUTION OF PERMANENT EMPLOYEES

ENTER POSITION OR JOB TITLE	FEMALE EMPLOYEES					MALE EMPLOYEES				
	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN
EXECUTIVE AND OWNER: For position titles such as President, Partner, Owner, Treasurer, Secretary, etc.										
PROFESSIONAL: For position titles of individuals possessing a License to practice their profession										
TECHNICAL AND MANAGEMENT: For position titles except Executive and Owner, Professional, and Clerical and Support										
CLERICAL AND SUPPORT										

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer

Date

Form: AAPSERV2, Revision 1, 10-06-93

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(ARCHITECT/CONSULTANT/ENGINEER/CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS)

**CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES****DORMITORY AUTHORITY - STATE OF NEW YORK**Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118**CONSULTANT IDENTIFICATION**

Firm _____ Fed ID No. _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
 _____ Contract Number _____
 Work Description _____ MBE Goal Status: ☐ Over ☐ Under
 Consultant's Goals: MBE \$ _____ WBE \$ _____ WBE Goal Status: ☐ Over ☐ Under

MINORITY- AND WOMEN-OWNED BUSINESS BID AND CONTRACT ACTIVITY SUMMARY

Firm Name _____ Value of Proposal/Bid Received or Award \$ _____
 Addr _____ Date of Award, Pending or Eliminated Action _____
 Addr _____ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated
 Work Description _____ Type of Firm: ☐ MBE ☐ WBE

Firm Name _____ Value of Proposal/Bid Received or Award \$ _____
 Addr _____ Date of Award, Pending or Eliminated Action _____
 Addr _____ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated
 Work Description _____ Type of Firm: ☐ MBE ☐ WBE

Firm Name _____ Value of Proposal/Bid Received or Award \$ _____
 Addr _____ Date of Award, Pending or Eliminated Action _____
 Addr _____ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated
 Work Description _____ Type of Firm: ☐ MBE ☐ WBE

Firm Name _____ Value of Proposal/Bid Received or Award \$ _____
 Addr _____ Date of Award, Pending or Eliminated Action _____
 Addr _____ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated
 Work Description _____ Type of Firm: ☐ MBE ☐ WBE

Firm Name _____ Value of Proposal/Bid Received or Award \$ _____
 Addr _____ Date of Award, Pending or Eliminated Action _____
 Addr _____ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated
 Work Description _____ Type of Firm: ☐ MBE ☐ WBE

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

Form: AAPSERV3, Revision 2, 12-06-93

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(ARCHITECT/CONSULTANT) (ENGINEER/CONSULTANT/ENGINEER GENERAL INSURANCE REPRESENTATIVE)

CONSULTANT'S COMPLIANCE REPORT**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action

One Penn Plaza, 48th Floor

New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____ Fed ID No. _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
 _____ Contract Number _____
 Work Description _____ Estimated _____
 Completion Percent: ☐ 25% ☐ 50% ☐ 75% • 100% Completion Date _____

MINORITY- AND WOMEN- OWNED BUSINESS CONTRACT STATUS SUMMARY

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer

Date

(ARCHITECT/CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS)

CONSULTANT'S REQUEST FOR WAIVER**DORMITORY AUTHORITY - STATE OF NEW YORK**Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118

- A. TYPE OF WAIVER REQUEST:** ☐ Total ☐ Partial. If Partial, complete blanks below:
 MBE Waiver (%) Requested _____
 WBE Waiver (%) Requested _____
- B. CONSULTANT**
 Firm _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____
- C. PROJECT**
 Project _____ Contract Amount \$ _____
 Address _____ Contract Number _____
 Address _____ Project Term _____ Mo.
 Address _____ Authority Goal: MBE _____ (%)
 Authority Goal: WBE _____ (%)

Work Description _____

D. REQUIRED WAIVER INFORMATION DOCUMENTATION

If the form does not provide adequate space for a complete response to any item, attach additional pages as required to provide the complete information requested. If any information request item is not applicable to your Company, insert "n/a" on the first blank information request line. Whenever a request is made for a particular document in an applicable information request and the requested document is not attached, the Request For Waiver will be deemed non-responsive, incomplete and will be rejected.

1. Complete the following for certified minority- and women-owned business enterprises that were solicited in writing to provide services or bids on the Project identified above for purposes of complying with the Authority's goal requirements. Attach a copy of each solicitation for each certified firm listed. Attach a copy of each written solicitation response received from any minority-owned business, MBE, or woman-owned business, WBE.

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	

Form: AAPSERVS, Revision 1, 10-06-93

(ARCHITECT/CONSULTANT/ENGINEER)CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE

Firm Name	_____	Date	_____
Address	_____	Trade	_____
City, State	_____	Check certified firm type:	
Contact	_____	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE

2. Provide a description of any solicitation documents, contract documents, plans, specifications and/or other documentation made available to certified minority- and women-owned businesses for the purposes of soliciting their services or bids, and the dates and manner in which these documents were made available.

3. Attach documentation of any negotiations with any minority- and women-owned business enterprises undertaken for purposes of complying with the Authority's goal requirements.

☐ Attachment(s) provided ☐ Not Applicable

4. Provide a statement of justification to support the request for a waiver of the goal requirements established by the Authority.
